

Drulyne Vang

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**From:** Michelle Harken [mharken@csmccentral.com]  
**Sent:** Wednesday, May 04, 2011 10:31 AM  
**To:** 'Yates, Carla'  
**Cc:** 'Anne Wells'; 'pia@csmccentral.com'  
**Subject:** RE: CY--Erate App#792679 West Contra Costa Unif SD 4-29  
**Attachments:** WCCUSD Y14 Item 21 2188011 Opte Revised.pdf; WCCUSD Y14 Item 21 2221884 Nextel IA Revised.pdf; Erate 13 2010 WAN p1 bundle Pricing Schedule.pdf; SchoolWires contract.pdf; App792679 FY2011 Regular 15-Day 4-29 - Reply.doc

**Importance:** High

Hi Carla,

Attached is the response to your questions regarding West Contra Costa USD's application 792679.

We would also like to request a revision to FRN 2188011 as some costs were inadvertently left off. Please add \$93,961.00 to the Monthly Recurring Costs on FRN 2188011 for Pacific Bell Telephone Company per the attached **WCCUSD Y14 Item 21 2188011Opte Revised**. This on-premise Priority 1 equipment is on page 10 of the attached **Erate 13 2010 WAN p1 bundle Pricing Schedule** that was originally left off the request.

Let me know if you have any questions.

Thank you,  
*Michelle Harken*  
Manager, E-Rate Services  
CSM  
324 E. 11<sup>th</sup> Street  
Tracy, CA 95376  
209.834.0556 office  
209.834.0087 fax  
209.914.7769 mobile  
[mharken@csmccentral.com](mailto:mharken@csmccentral.com)

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**From:** Yates, Carla [<mailto:CYATES@sl.universalservice.org>]  
**Sent:** Friday, April 29, 2011 1:35 PM  
**To:** [mharken@csmccentral.com](mailto:mharken@csmccentral.com)  
**Cc:** Michelle Harken@1-209-834-0087  
**Subject:** CY--Erate App#792679 West Contra Costa Unif SD 4-29

Dear Michelle Harken,

Attached is a 15 Day Letter requesting additional information for 471 Application # 792679.

The Program Integrity Assurance (PIA) team is currently in the process of reviewing your Funding Year 2011 Form 471 Application. The attached letter details the need for some additional information in order to complete this review.

Please fax or e-mail the requested documentation to my attention as soon as possible. If you have any questions, please feel free to contact me.

Thank you for your cooperation and continued support of the Universal Service Program.

**Carla Yates**

Program Integrity Assurance Reviewer  
USAC, Schools & Libraries Division  
Phone# 973-581-7682  
Fax# 973-599-6513  
E-Mail: [Cyates@sl.universalservice.org](mailto:Cyates@sl.universalservice.org)

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Date: April 29, 2011

Contact Name: Michelle Harken  
Applicant Name: WEST CONTRA COSTA UNIF SD  
Contact Phone Number: (209) 834-0556  
Application Number(s): 792679

**Response Due Date: May 14, 2011**

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2011 Form 471 Applications to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2011 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

**I. Service Review**

**A. FRN 2221904 Web Hosting**

Based on the review of your FY 2011 Form 471 application 792679 for FRN(s) 2221904, the documentation you provided in your Item 21 Attachments is not sufficient to determine the eligibility of your request. The documentation does not clearly identify the products/services being requested in this FRN. Please provide more detailed documentation that identifies the actual products and services being requested. Your documentation should identify the specific products and services such as make, model, and description of the product/service being delivered. If you do not have this information, you will need to contact your vendor and request such documentation. The vendor should be able to provide you with detailed documentation regarding the products/services you are requesting..

Any documentation provided must be date on or before the FY 2011 Form 471 application filing window deadline and should clearly identify all of the ineligible charges that were cost allocated out of your request. If you are unable to justify the eligibility of charges requested on your Form 471, the funding request may be reduced or denied.

***This request is for Web Hosting of 60 sites per the attached SchoolWires contract. Ineligible products have already been removed from the requested amount of \$25,536.00 as shown on this contract.***

**B. FRN 2221884**

Based on the documentation that you provided during the review of your FY 2011 Form 471 application **792679**, we intend to modify FRN **2221884** to **change the Category of Service. The Category of Service** has been changed from **Internet Access** to **Telecommunications Services**.

We are providing you with an opportunity to confirm that your original response(s) that was the basis for this change is correct. Please confirm that this change(s) listed above should be undertaken. \_\_\_\_\_ Yes or **X** No.

***Please see attached WCCUSD Y14 Item 21 2221884 Nextel IA Revised. This request is for Mobile Broadband Service/ Aircards. It should remain under the Category of Service of Internet Access.***

If the change should not be undertaken and you have alternative information, please provide documentation that supports your position. Please keep in mind that your supporting documentation must be dated on or before the close date of the Form 471 filing window of the related fund year in order for USAC to consider it.

## **II. Hercules Middle/High School**

Does this entity consist of 1 school or 2 separate schools? Please advise.

**Hercules Middle and Hercules High are two separate schools that reside at the same address. For the purpose of the Block 4 listing on the 471 application we combined the free/reduced and enrollment numbers.**

**ADDITIONAL NOTE: Please add \$93,961.00 in Monthly Recurring Costs to FRN 2188011 for Pacific Bell Telephone Company per the attached *WCCUSD Y14 Item 21 2188011Opte Revised*. This on-premise Priority 1 equipment is on page 10 of the attached contract *Erate 13 2010 WAN p1 bundle Pricing Schedule*.**

Please fax or email the requested information to my attention. . If you have any questions, or if you require a further explanation of this request, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

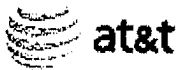
Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Carla Yates, PIA Reviewer  
Program Integrity Assurance  
USAC, Schools and Libraries Division  
Phone: 973-581-7682  
Fax: 973-599-6513  
E-mail: [cyates@sl.universalservice.org](mailto:cyates@sl.universalservice.org)

FEB 11 2010

20100215-0084



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
in the State of California Pursuant to Tariff(s) and/or Guidebook**

Pricing Schedule to AT&T Agreement Reference No. 2010021500724A

|   |  |
|---|--|
| <b>CUSTOMER ("Customer")</b><br><b>West Contra Costa Unified School District</b><br>Street Address: 1108 Bissell Avenue<br>City: Richmond State: CA Zip Code: 94801<br><b>Billing Address (if different)</b><br>Street Address:<br>City: State: Zip Code:   | <b>AT&amp;T ("AT&amp;T")</b><br>For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.   |
| <b>CUSTOMER Contact (for Contract Notices)</b><br>Name: D Johnston<br>Title: Purchasing Director<br>Telephone: Fax: 5102311191<br>Email: DJohnston@wccusd.net<br><b>Address for Notices</b><br><input checked="" type="checkbox"/> Same as Cust. Address above <input type="checkbox"/> Same as Billing Address<br><b>Address for Notices (if different)</b><br>Street Address:<br>City: State: Zip Code: | <b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input checked="" type="checkbox"/> <b>Primary Sales Contact</b><br>Name: Rhonda Lutz<br>Title: Senior Account Manager<br>Telephone: 9258231714 Fax: 9258231820 Email: rl6951@att.com<br>Street Address: 2600 Camino Ramon 1S250Q<br>City: San Ramon State: CA Zip Code: 94583<br><b>With a copy to:</b><br>AT&T Corp.<br>One AT&T Way, Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com |
| <b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> <b>Primary Sales Contact</b><br>Name: Company Name:<br>Agent Street Address: City: State: Zip Code:<br>Telephone: Fax: Email: Agent Code:   |  |

This Pricing Schedule ("Pricing Schedule") is an attachment to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider within its respective service area. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto, and referencing this document.

☒ By initialing, Customer hereby acknowledges receipt of the AT&T customer building / site preparation document for OPT-E-MAN Service which describes the physical conditions of customer premises that must be made available before Service can be installed. Note: Customer site preparation is a major factor impacting service implementation dates.

**Service Provider:** Pacific Bell Telephone Company d/b/a AT&T California

|   |   |
|---|---|
| <b>Customer (by its authorized representative)</b>  | <b>AT&amp;T (by its authorized representative)</b>  |
| By: <u>Joe Abrego</u><br>Printed or Typed Name: <u>JOE ABREGO</u><br>Title: <u>EXEC. DIRECTOR</u><br>Date: <u>2-11-10</u> | By: <u>Kathleen Bartlett</u><br>Printed or Typed Name: <u>KATHLEEN BARTLETT</u><br>Title: <u>CONTRACT SPECIALIST - CUSTOMER CONTRACTS</u><br>Date: <u>2-19-10</u> |



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
in the State of California Pursuant to Tariff(s) and/or Guidebook**

**GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

**1. DEFINITIONS**

"Cutover" of a Service Component occurs when the Service Component is first provisioned and made available for Customer's use at any single Site pursuant to this Pricing Schedule.

**2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.**

Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff(s) and/or Guidebook.

| Service    | Description   |
|------------|---|
| OPT-E-MAN® | <p><b>OPT-E-MAN® Service.</b> OPT-E-MAN® Service transparently interconnects two or more Customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. OPT-E-MAN® Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps. The handoff to Customer will be a 10/100 Mbps or 1 Gbps Ethernet interface.</p> <p>Customers may connect any two or more locations together, as long as they are in the same LATA or MAN and OPT-E-MAN® Service is available. OPT-E-MAN® Service offers logical point-to-point or point-to-multipoint or multipoint-to-multipoint configurations that support Ethernet-to-Ethernet LAN connections. If Customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges, with a limit of 100 MAC addresses total per port as set forth in the applicable Tariff or Guidebook.</p> |

**3. TERM START DATE; PRICING SCHEDULE TERM; MINIMUM PAYMENT PERIOD; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM**

New Service Component(s) in at least the minimum quantities specified in Section 11.2 must be ordered under this Pricing Schedule with a scheduled installation date within the first six (6) months after the Term Start Date (the "Ramp-up Period"). The Ramp-up Period shall begin on Cutover of the first Service(s) at the first Customer Site.

The Term Start Date shall be the earlier of (1) the end of the Ramp-up Period or (2) once Service Component(s) in at least the minimum quantities specified in Section 11.2 are installed. The term of this Pricing Schedule shall be **sixty (60) months** after the Term Start Date ("Pricing Schedule Term"). Unless otherwise stated herein, the Minimum Payment Period for all Service Components included in this Pricing Schedule is **sixty (60) months** after Term Start Date.

If regulatory approval is required, in no event shall the Ramp-up Period begin prior to the date of last approval by a regulatory agency with jurisdiction over the Pricing Schedule. Rates or discounts under this Pricing Schedule shall be applied on Cutover.

Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Services. Upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) (which will require Customer to take all steps required by AT&T to terminate the Service(s)), or (b) continue using the Service(s) on a month-to-month service arrangement, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms and conditions applicable to the Services on thirty days' notice.

This Pricing Schedule will expire when Services or Service Components are no longer provided under this Pricing Schedule.

**4. ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES**



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
in the State of California Pursuant to Tariff(s) and/or Guidebook**

"Add or Upgrade in Service" is defined as: Additional Service(s) or Service Component(s), or upgrade to a higher bandwidth capacity, (or increase to the Committed Information Rate (CIR) or Grade of Service), at location(s) listed in Section 12 of this Pricing Schedule.

Add or Upgrade in Service permitted under this Pricing Schedule is defined by Service Category in Section 4.1 below and limited to Add or Upgrade in Service within the specified category of Service. If the equipment and facilities (such as outside plant, cable, capacity and memory) are available, Service provided herein as requested by Customer as a Add or Upgrade in Service will (unless otherwise provided below) be at the monthly recurring rates and non-recurring charges as provided in Section 11.2. If the equipment or facilities are not available, special construction charges may apply. For additional Service, Customer will be responsible for payment for the new Service Component(s) in addition to the any Service Component(s) initially or subsequently installed under this Pricing Schedule. For an Upgrade, Customer will be responsible for payment for the Upgraded Service Component(s) in lieu of the charge for the Service Component(s) receiving the Upgrade and the Upgrade will be coterminous with the Minimum Payment Period for the Service Component(s) being Upgraded, but downgrade of any Service Component(s) will result in termination charges as identified elsewhere within this Pricing Schedule.

During the Pricing Schedule Term, Customer may move Service locations without incurring any termination fees identified below in Section 7 and Customer may add additional coterminous Services identified in this Pricing Schedule at the Monthly Recurring Rates in Section 11.2. However, Customer will be liable for any applicable non-recurring charges and Special Construction Charges identified through the Individual Case Basis ("ICB") process.

During the Pricing Schedule Term, Customer may add new Services move Service locations without incurring any termination fees identified below in Section 7 at the Monthly Recurring Rates in Section 11.2 however Customer will be liable for any applicable non-recurring charges and Special Construction Charges identified through the Individual Case Basis ("ICB") process.

Unless otherwise stated herein, for all other installations, adds, moves and changes of any Service Component provided hereunder, Customer will pay the prevailing Tariff or Guidebook recurring and non-recurring charge. If the Service or Service Component is available only under an individual case pricing, then for all other installations, adds, moves and changes of any Service or Service Component provided hereunder Customer will pay AT&T's price for such installation, add, move or change, as determined by AT&T at the time of the installation, add, move or change.

For the Service Component(s) listed under the "Quantity New" column in Section 11.2 below, the monthly rate per USOC as provided in Section 11.2 includes the non-recurring charge (or portion thereof) to initially provision and install the new Service(s).

#### **4.1. Add & Upgrade Capability**

| Service Category | Add & Upgrade Capability   |
|------------------|--|
| OPT-E-MAN®       | <p>Upgrade in the Committed Information Rate (CIR) or Grade of Service up to the maximum speed supported by the physical interface and/or available for Service (whichever is lower), at a location listed in Section 12 of this Pricing Schedule is allowed as described in Section 4 above. The rate applied to the upgraded Service Component(s) will be 27 % discount off of the Tariff or Guidebook rates then in effect for the higher speed CIR or Grade of Service for the term plan equal to the Pricing Schedule Term, or if no such term plan exists then the next lower term plan. The upgrade rates may not be applicable to Upgrades which require physical changes to AT&amp;T's equipment or connections at the customer premises.</p> <p>Additional Service at a location listed in Section 12 of this Pricing Schedule is allowed at the rates provided under this Pricing Schedule in Section 11.2.</p> |

#### **5. PRICING**

Customer will pay the rates set forth in Section 11.2 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein, and when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply.



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
in the State of California Pursuant to Tariff(s) and/or Guidebook**

**6. TAXES & OTHER CHARGES-**

- 6.1 Other Rate Elements. Any rate elements not described herein will be subject to the applicable rates and charges outlined in the Tariff(s) or Guidebook(s).
- 6.2 Additional Charges and Taxes. Rates set forth in this Pricing Schedule and the Tariff(s) or Guidebook(s) are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**7. TERMINATION BEFORE EXPIRATION OF PRICING SCHEDULE TERM OR MINIMUM PAYMENT PERIOD (E.G., TERMINATION FOR CONVENIENCE)**

- 7.1 If Customer cancels Service(s), in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, prior to Cutover, the Customer must reimburse AT&T for all expenses incurred in processing this Pricing Schedule and installing the required equipment and facilities completed up to the date of cancellation, and termination liability as provided in this section below shall not apply.
- 7.2 If Customer terminates a Service or Service Component, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Pricing Schedule Term or Minimum Payment Period applicable to such Service or Service Component, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the monthly recurring charges rate for the terminated Service or Service Component as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Minimum Payment Period applicable to such Service or Service Component at the time of termination, and (c) any unpaid applicable special construction liabilities and/or any customer premise custom fiber build liabilities.
- 7.3 Unless otherwise stated herein, Service(s) provided under this Pricing Schedule must remain at the location(s) at which the Service(s) are installed for the entire Pricing Schedule Term or the Minimum Payment Period applicable to such Service(s). If Customer fails to maintain the Service(s) provided under this Pricing Schedule at the locations required under the preceding sentence for any reason other than default by AT&T, Customer shall be liable for termination charges calculated in the manner specified in this Section.

**8. TARIFFS AND REGULATORY REQUIREMENTS**

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff and/or Guidebook. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring/one-time charges paid and pre-paid amounts for Services not received.

**9. SPECIAL TERMS AND CONDITIONS**

- 9.1 Confidentiality. Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.





**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
in the State of California Pursuant to Tariff(s) and/or Guidebook**

**10. SERVICES AND JURISDICTION CERTIFICATION**

Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service.

**11. CUSTOMER COMMITMENT AND RATES**

**11.1. Customer Commitment**

| <b>SERVICE QUANTITY COMMITMENT</b>  | <b>AS SPECIFIED IN SECTION 11.2</b> |
|---|-------------------------------------|
| Customer agrees to purchase the Service(s) identified in Section 11.2 in the quantities identified in Section 11.2 for the duration of the applicable Minimum Payment Period.   |                                     |
| Customer's obligation to maintain the minimum quantities identified in section 11.2 will begin at the end of the Ramp-up Period.  |                                     |
| The price includes the monthly service charge and non-recurring/one-time charges, if listed in Section 11.2. The price does not include any work related to Hazardous Materials (see the corresponding section of the Agreement). Customer is also responsible for complying with AT&T's room-ready requirements at the Demarcation point.  |                                     |
| If Customer does not order at least the specified quantities of each of the New Service Components identified in Section 11.2 below and have them installed pursuant to this Pricing Schedule, AT&T reserves the right to charge a one-time shortfall charge of 50% of the Monthly Recurring Rate for each such Service Component not installed by the end of such time period times the number of months in the applicable Minimum Payment Period. Customer will be billed for the shortfall charge, and payment will be due 30 days after the invoice date. |                                     |

**Attachment**

**Attachment for Section 11.2, Rates and Section 12, Service Locations for Services provided pursuant to Guidebook follow and are incorporated herein by this reference.**



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
in the State of California Pursuant to Tariff(s) and/or Guidebook**

**Attachment – Services Provided Pursuant to Guidebook and Tariff(s)**

West Contra Costa Unified School District

**11.2 Rates:**

**Service Components, Quantities, Monthly Rates**

| Service   | Description – Service Components /<br>USOC  | Quantity<br>New | Quantity<br>Existing | Monthly<br>Recurring<br>Rate, each |
|-----------|---|-----------------|----------------------|------------------------------------|
| OPT-E-MAN | OPT-E-MAN® Basic Plus Connect 1G /<br>P9FHX | 74              | 0                    | \$620.50                           |
| OPT-E-MAN | CIR Speed 1G [Silver] / R6EZC               | 12              | 0                    | \$2,171.75                         |
| OPT-E-MAN | CIR Speed 500Mbps [Silver] / R6ETC          | 7               | 0                    | \$1,679.00                         |
| OPT-E-MAN | CIR Speed 250Mbps [Silver] / R6EQC          | 12              | 0                    | \$1,441.75                         |
| OPT-E-MAN | CIR Speed 100Mbps [Silver] / R6ELC          | 43              | 0                    | \$1,022.00                         |

**SERVICE CONFIGURATION for OPT-E-MAN**

| Customer Premises Address (street address and Common Language<br>Location Identifier (CLLI) code or City) | Demarcation Point* |
|---|--------------------|
| 1108 BISSELL AV, RICHMOND, CA 94801   | Existing MPOE      |
| 3001 16TH ST, SAN PABLO, CA 94806   | Existing MPOE      |
| 7140 GLADYS AV  | Existing MPOE      |
| 960 17TH ST, RICHMOND, CA 94801   | Existing MPOE      |
| 1224 PINOLE VALLEY RD, PINOLE, CA 94564   | Existing MPOE      |
| 2001 VIRGINIA AVE, RICHMOND, CA 94804   | Existing MPOE      |
| 1871 21ST ST, SAN PABLO, CA 94806   | Existing MPOE      |
| 1777 SANFORD AVE, SAN PABLO, CA 94806   | Existing MPOE      |
| 3501 PINOLE VALLEY RD, PINOLE, CA 94564   | Existing MPOE      |
| 724 KEARNEY ST, EL CERRITO, CA 94530  | Existing MPOE      |
| 2711 MARICOPA AVE, RICHMOND, CA 94804   | Existing MPOE      |
| 2400 DOWNER AVE, RICHMOND, CA 94804   | Existing MPOE      |
| 2480 REFUGIO VALLEY RD  | Existing MPOE      |
| 2465 DOLAN WY   | Existing MPOE      |
| 7230 FAIRMOUNT AVE, EL CERRITO, CA 94530  | Existing MPOE      |
| 2829 MOYERS RD  | Existing MPOE      |
| 90 HIGHLAND BL  | Existing MPOE      |



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
in the State of California Pursuant to Tariff(s) and/or Guidebook**

| Customer Premises Address (street address and Common Language<br>Location Identifier (CLI) code or City) | Demarcation Point* |
|--|--------------------|
| 234 S 39TH ST, RICHMOND, CA 94804  | Existing MPOE      |
| 2700 11th  | Existing MPOE      |
| 29 6TH ST, RICHMOND, CA 94801  | Existing MPOE      |
| 1919 LUPINE RD, HERCULES, CA 94547   | Existing MPOE      |
| 8500 Madera Dr   | Existing MPOE      |
| 6397 HAZEL AVE, RICHMOND, CA 94805   | Existing MPOE      |
| 300 Christine Dr   | Existing MPOE      |
| 4350 VALLEY VIEW RD, RICHMOND, CA 94803  | Existing MPOE      |
| 230 HARBOUR S WAY, RICHMOND, CA 94804  | Existing MPOE      |
| 1616 PHEASANT DR, HERCULES, CA 94547   | Existing MPOE      |
| 5855 OLINDA RD   | Existing MPOE      |
| 719 5TH  | Existing MPOE      |
| 1300 AMADOR  | Existing MPOE      |
| 685 MARLESTA RD, PINOLE, CA 94564  | Existing MPOE      |
| 2601 May Rd  | Existing MPOE      |
| 4949 CYPRESS AV  | Existing MPOE      |
| 2040 HOKE DR   | Existing MPOE      |
| 2300 DOLAN WY  | Existing MPOE      |
| 2465 DOLAN WY  | Existing MPOE      |
| 3416 MAYWOOD DR, RICHMOND, CA 94803  | Existing MPOE      |
| 2000 GIARAMITA ST, RICHMOND, CA 94801  | Existing MPOE      |
| 565 WINE ST, RICHMOND, CA 94801  | Existing MPOE      |
| 629 42ND ST, RICHMOND, CA 94805  | Existing MPOE      |
| 1121 ALLVIEW AV  | Existing MPOE      |
| 3400 MACDONALD AVE, RICHMOND, CA 94805   | Existing MPOE      |
| 2500 ROAD 20   | Existing MPOE      |
| 1900 REFUGIO VALLEY RD   | Existing MPOE      |
| 1575 MANN DR   | Existing MPOE      |
| 1021 NAVELLIER, EL CERRITO, CA 94530   | Existing MPOE      |
| 5000 VALLEY VIEW RD, RICHMOND, CA 94803  | Existing MPOE      |
| 540 ASHBURY AVE, EL CERRITO, CA 94530  | Existing MPOE      |
| 1900 REFUGIO VALLEY RD   | Existing MPOE      |
| 4300 CUTTING BL  | Existing MPOE      |
| 2900 PINOLE VALLEY RD  | Existing MPOE      |
| 1250 23D   | Existing MPOE      |
| 715 CHANSLOR AV  | Existing MPOE      |
| 2600 Mission Bell Dr   | Existing MPOE      |
| 2625 Barnard Rd  | Existing MPOE      |
| 6028 RALSTON AV  | Existing MPOE      |
| 5625 SUTTER AVE, RICHMOND, CA 94804  | Existing MPOE      |
| 750 BISSELL AVE, RICHMOND, CA 94801  | Existing MPOE      |



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory  
In the State of California Pursuant to Tariff(s) and/or Guidebook**

| <b>Customer Premises Address</b> (street address and Common Language<br>Location Identifier (CLLI) code or City) | <b>Demarcation Point*</b> |
|--|---------------------------|
| 1300 POTRERO AVE, RICHMOND, CA 94804   | Existing MPOE             |
| 2000 SOUTHWOOD DR  | Existing MPOE             |
| 1060 MANOR RD  | Existing MPOE             |
| 7125 DONAL AVE, EL CERRITO, CA 94530   | Existing MPOE             |
| 5000 PATTERSON CIR   | Existing MPOE             |

\*Any change in a Demarcation Point location by Customer or change in availability of Customer's existing conduit space subsequent to the execution of the Pricing Schedule may result in an additional charge by AT&T.

**End of Document**

FEB 11 2010

# E-Rate Priority 1 Equipment Usage – Statement of Work

## ----- Section A: Contact Information -----

| Customer Information         |   |
|------------------------------|---|
| Customer Name                | WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT |
| Customer Address             | 1108 Bissell Avenue room 201              |
| Customer Email               | jabrego@wccusd.net                        |
| Contact Name*                | Joe Abrego                                |
| Contact Title*               | jabrego@wccusd.net                        |
| Contact Phone Number*        | 510-231-1120                              |
| Contact Mobile/Pager Number* | 510-231-1120                              |

\*Please note that this information is required for each location on a project. This information may be provided as a separate spreadsheet.

| AT&T Information     |                   |                |                     |
|----------------------|-------------------|----------------|---------------------|
| Title                | Name              | Contact Number | Mobile/Pager Number |
| Outside Sales        | Stefanie Guerrero | 925-823-1933   | 510-388-9302        |
| Inside Sales         | Steven Chang      | 925- 824-9721  |                     |
| Systems Engineer     | Christopher Gee   | 415- 644-7269  |                     |
| Core Account Manager | Rhonda Lutz       | 925-823-1714   |                     |
| Sales Manager        | Lori Kingshott    | 925-823-8610   |                     |
| Provisioning Contact |                   |                |                     |

## ----- Section B: Project Details -----

List all relevant details, such as those listed below, and any other pertinent information in this Statement of Work.

- Relevant Network drawings or diagrams (attach to or paste into this document)
- Total number of sites
- Where are the sites located (City, State)?
- How many closets are there per site?
- If multiple sites, which equipment will be located at which site?
- What applications is Customer using?
- With which existing equipment will the new equipment be integrated?
- Is Customer having pertinent network problems?
  - If YES, explain:
- What time of day will the job take place?
  - Normal Business Hours (8 AM-5 PM, Mon-Fri)
  - Evening or Night Hours (5 PM-8 AM, Mon-Thur)
- Is weekend or holiday work required?
- How many phases are there and what are the target dates?
- What is Customer's testing criteria for project completion? (if none provided, a standard ping test will be performed)
- With what protocols will we be working?      Check ☒ each selected protocol.

| Network Protocols  | Bridge Routing Protocols   | Local Area Network Protocols   | Wide Area Network Protocols   |
|--|--|--|---|
| <input checked="" type="checkbox"/> TCP/IP<br><input type="checkbox"/> IPX<br><input type="checkbox"/> <b>Apple Talk</b><br><input type="checkbox"/> NetBEUI<br><input type="checkbox"/> DECnet<br><input type="checkbox"/> SNA<br><input type="checkbox"/> Vines IP<br><input type="checkbox"/> Arcnet<br><input type="checkbox"/> Other: | <input type="checkbox"/> Source Route Bridging<br><input type="checkbox"/> Transparent Bridging<br><input type="checkbox"/> Translational Bridging<br><input type="checkbox"/> Source Route Transparent Bridging<br><input type="checkbox"/> <i>Spanning Tree</i><br><input type="checkbox"/> Other: | <input type="checkbox"/> 10/100 Base-T<br><input type="checkbox"/> Gigabit Ethernet<br><input type="checkbox"/> ATM<br><input type="checkbox"/> FDDI<br><input type="checkbox"/> Token Ring<br><input type="checkbox"/> LocalTalk<br><input type="checkbox"/> Other: | <input type="checkbox"/> ATM<br><input type="checkbox"/> Frame Relay<br><input type="checkbox"/> ISDN<br><input type="checkbox"/> SMDS<br><input type="checkbox"/> PPP/SLIP<br><input type="checkbox"/> X.25<br><input type="checkbox"/> HDLC<br><input type="checkbox"/> APPN<br><input type="checkbox"/> SDLC<br><input checked="" type="checkbox"/> Other: |

CONFIDENTIAL INFORMATION

E-Rate Priority One Equipment Usage - Statement of Work

07/06

This Agreement is for use by authorized employees of the Parties and is not for general distribution in or outside the respective companies

## E-Rate Priority 1 Equipment Usage – Statement of Work

### ----- Section C: Bill of Materials -----

List all Priority 1 Equipment included in this configuration. Please refer to the recommended Priority 1 Virtual Bundles list. See pricing tool for appropriate discount schedules.

| ITEM # | VENDOR | MODEL # | DESCRIPTION                    | QTY | NRC | MRC |
|--------|--------|---------|--------------------------------|-----|-----|-----|
| 1      |        |         | Refer to the Bill of materials |     |     |     |
| 2      |        |         |                                |     |     |     |
| 3      |        |         |                                |     |     |     |
| 4      |        |         |                                |     |     |     |
| 5      |        |         |                                |     |     |     |
| 6      |        |         |                                |     |     |     |
| 7      |        |         |                                |     |     |     |
| 8      |        |         |                                |     |     |     |
| 9      |        |         |                                |     |     |     |
| 10     |        |         |                                |     |     |     |
|        |        |         |                                |     |     |     |

#### Total Charges

Total Non-recurring Charges            \$0,000

Total Monthly Recurring Charges    \$93,961.00

### ----- Section D: Assumptions and Responsibilities -----

#### Assumptions

- AT&T typically requires a minimum two (2) week installation lead time after receipt of AT&T's Project Installation Guide (PIG) network configuration information. Less than two (2) weeks lead-time is considered an emergency implementation and will be assessed a premium charge.
- All installations will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM.
- Any projects that are performed during non-business hours or weekends at Customer's request, will be billed at AT&T's standard overtime, weekend, or holiday rates.
- All work will be performed over a consecutive time frame, unless otherwise specified.
- If necessary, AT&T will add to the order via AT&T's standard change order process any network or wiring components required to complete the installation.
- If any equipment supplied by AT&T is found to be defective during the installation, AT&T will replace the equipment at no extra charge and complete the installation as specified.
- Any delays experienced while an AT&T engineer is on-site due to Customer infrastructure or wide area network provider problems will be billable at AT&T's applicable hourly rate schedule.
- AT&T reserves the right to charge Customer for the full amount of the installation in the event that Customer cancels or reschedules any installation without 3 days prior written notice. Cancellation or rescheduling with less than 3 days notice will result in a cancellation charge.

#### AT&T Responsibilities

AT&T will provide a trained engineer to install the hardware at Customer location. Installation includes the following:

- Perform a technical assessment (verbal or physical) of the premises prior to installation.
- Unpack and inventory all appropriate hardware and documentation.
- Mount hardware in appropriate rack or on appropriate surface.
- Install hardware module cards (modular chassis only).
- Connect hardware together (stackable units only).
- Connect hardware to network (1 test workstation only).
- Power on hardware.
- Configure necessary parameters for all protocols being used, as supplied by Customer. This includes addressing information, subnet mask, SNMP configuration, and so on.
- Provide verbal overview to Customer's designated systems administrator of basic network hardware unit setup.
- AT&T will be responsible for physical layer connectivity testing of networking hardware only. All other cable plant, Network Operating System (e.g. Novell, NT), and application software testing will be the responsibility of Customer.
- AT&T is not responsible for any loss of Customer's data or network system security.

Any additional work to be performed outside of this Statement of Work will require additional charges.

CONFIDENTIAL INFORMATION

E-Rate Priority One Equipment Usage - Statement of Work

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## E-Rate Priority 1 Equipment Usage – Statement of Work

### Completion Criteria

AT&T will have satisfied its obligations to Customer under this Statement of Work when the tasks listed under AT&T Responsibilities are completed.

### Customer Responsibilities

Customer will be responsible for providing all site preparation including:

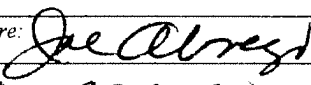
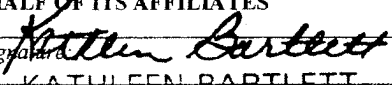
- Installation of all site wiring (power and signal, path and lengths).
- Installation of necessary power distribution boxes, conduits, groundings, lightning protection, connectors, and associated hardware.
- Installation of power outlets located within five feet of the equipment to be installed.
- Any building alterations necessary to meet wiring and other site requirements.
- Environmental modifications as required for the hardware.
- Installation and verification of operation for all equipment not supplied by AT&T, but required for installation (e.g. workstation, transceiver, and so on).
- Configuration parameters for each protocol (IP, IPX, and so on) to be configured on each network hardware component or module, including all necessary addressing requirements. **This information is required prior to the on-site arrival of the AT&T Field Engineer.**
- A proper rack or desktop in/on which the hardware will be installed.
- Preparing site according to the site preparation guide provided by AT&T and completing the Project Installation Guide (PIG).
- All cable plant, Network Operating System (e.g. Novell, NT, Unix), network drivers, application software, and testing for systems not supplied by AT&T.
- **Any delays due to the above items are billable at AT&T's hourly rate for engineer time plus travel and expenses.**
- **If the information provided by Customer is incorrect or incomplete, AT&T shall have the right to charge Customer for any increase in costs incurred or time expended by AT&T due to such error or omission.**

### Financial Responsibility

Payment subject to the initial and continuing credit approval, terms of payment are net 30 days of AT&T's invoice date. Invoices for Service may be issued in advance of the actual performance of the Service. All payments are to be made in U.S. dollars. In the event payments are overdue and such delinquencies are not remedied within ten (10) days after receipt of written notice from AT&T, AT&T may terminate this agreement. AT&T reserves the right to charge Customer interest on overdue accounts. The interest rate will be based on the lesser of 1.5% per month or the maximum rate allowed by applicable laws applied to the unpaid purchase price.

### Customer Signature

Customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. This Statement of Work is part of AT&T's Product and Services Agreement. Pricing for the installation of the products for this Statement of Work is provided in AT&T's attached quote. Customer also is aware that any delays incurred because of any of the reasons listed in the Customer Responsibilities section is considered billable time. Any questions concerning AT&T's responsibilities and the work to be done should be directed to the AT&T representative.

|   |  |
|---|--|
| West Contra Costa Unified School District   | AT&T GLOBAL SERVICES<br>ON BEHALF OF ITS AFFILIATES  |
| Customer Signature:  | AT&T Signature:  |
| Print Name: JOE ABREGO  | Print Name: KATHLEEN BARTLETT  |
| Title: EXEC DIRECTOR  | Title: CONTRACT SPECIALIST - CUSTOMER CONTRACTS  |
| Date: 2-11-10   | Date: 2-19-10  |

CONFIDENTIAL INFORMATION

E-Rate Priority One Equipment Usage - Statement of Work

07/06

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E-Rate Priority 1  
Equipment Usage Attachment

This Attachment to **West Contra Costa USD WAN** provides additional terms and conditions that apply when the undersigned Customer leases the use of equipment, as more specifically identified in the attached Statement of Work ("Priority 1 Equipment"), as part of its telecommunication service from AT&T pursuant to FCC order # 99-216 ("Tennessee Decision"). Pursuant to the Tennessee Decision, the Parties agree:

- The same service provider will supply the Priority 1 Equipment and associated eligible Priority 1 telecommunications services or internet access services.
- The Priority 1 Equipment is owned by AT&T. Ownership of the Priority 1 Equipment will not transfer to the school or library in the future, and neither the Master Agreement nor this Addendum includes an option to purchase the equipment by the school or library.
- AT&T will provide and maintain the Priority 1 Equipment on Customer's premise as part of these services.
- The Priority 1 Equipment is capable of servicing other customers of the service provider. Customer has no right to exclusive use of the Priority 1 Equipment, and AT&T may use the Priority 1 Equipment to provide service to another customer.
- The Priority 1 Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- The Local Area Network for data communications of the school or library is functional without dependence on the Priority 1 Equipment. Customer will provide equipment within their LAN to connect to the Priority 1 Equipment.
- Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time

Warranty: In the event the Priority 1 Equipment malfunctions or fails, AT&T will use reasonable commercial efforts to respond within twenty-four (24) hours after receiving Customer's notice and will complete repairs as soon as reasonably practicable. The foregoing is Customer's exclusive remedy for breach of warranty. It is a condition precedent to AT&T's warranty obligations that: (a) Customer is not in default of its obligations under the Agreement; and (b) the Priority 1 Equipment has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service provider, attachment of mechanical, electrical or electronic material or devices not supplied by AT&T, or any use violative of the use instructions furnished with the Priority 1 Equipment by AT&T or by the manufacturer.

The Priority 1 Equipment will be provided at the prices set forth in the attached Statement of Work.

**AGREED:**

|  |   |
|--|---|
| <b>WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT</b> | <b>AT&amp;T GLOBAL SERVICES ON BEHALF OF ITS AFFILIATES</b> |
| Customer Signature: <i>Joe Abrego</i>            | AT&T Signature: <i>Kathleen Bartlett</i>                    |
| Print Name: <b>JOE ABREGO</b>                    | Print Name: <b>KATHLEEN BARTLETT</b>                        |
| Title: <b>EXEC. DIRECTOR</b>                     | Title: <b>CONTRACT SPECIALIST - CUSTOMER CONTRACTS</b>      |
| Date: <b>2-11-10</b>                             | Date: <b>2-19-10</b>  |

**CONFIDENTIAL INFORMATION**

This agreement is for use by authorized employees of the parties hereto only  
and is not for general distribution within or outside their companies.



| Catalog Item                                      | Name               | Description  | Qty |
|---|--------------------|--|-----|
| Hardware  |                    |  |     |
| <b>P1-BundleHead End</b>                          |                    |  |     |
| ASR1004-SB  | ASR1004-SB         | Cisco ASR1004 Chassis, Dual P/S, I/O Bundle                  | 1   |
| ASR1000-SPA                                       | ASR1000-SPA        | SPA for ASR1000; No Physical Part; For Tracking Only         | 4   |
| ASR1000-ESP10                                     | ASR1000-ESP10      | Cisco ASR1000 Embedded Services Processor, 10G, Crypto       | 1   |
| ASR1000-RP1                                       | ASR1000-RP1        | Cisco ASR1000 Route Processor 1.2GB DRAM                     | 1   |
| ASR1000-SIP10-SB                                  | ASR1000-SIP10-SB   | Cisco ASR1000 SPA Interface Processor 10, I/O Bundle         | 2   |
| ASR1004-PWR-AC                                    | ASR1004-PWR-AC     | Cisco ASR1004 AC Power Supply                                | 2   |
| CAB-AC-RA   | CAB-AC-RA          | Power Cord, 110V, Right Angle                                | 2   |
| FLASR1-FPI-RTU                                    | FLASR1-FPI-RTU     | Flex. Pack Insp. Right-To-Use Feat Lic. ASR1000 Series       | 1   |
| FLASR1-FW-RTU                                     | FLASR1-FW-RTU      | Firewall Right-To-Use Feature Lic for ASR1000 Series         | 1   |
| FLASR1-IORED-RTU                                  | FLASR1-IORED-RTU   | SW Redundancy Right-To-Use Feat Lic for ASR1000 Series       | 1   |
| M-ASR1K-HDD-40GB                                  | M-ASR1K-HDD-40GB   | Cisco ASR1000 RP1 40GB HDD                                   | 1   |
| M-ASR1K-RP1-4GB                                   | M-ASR1K-RP1-4GB    | Cisco ASR1000 RP1 4GB DRAM                                   | 1   |
| SASR1R1-AISK9-24SR                                | SASR1R1-AISK9-24SR | Cisco ASR 1000 Series RP1 ADVANCED IP SERVICES               | 1   |
| SFP-GE-S  | SFP-GE-S           | 1000BASE-SX SFP (DOM)  | 12  |
| SPA-1X10GE-L-V2EP                                 | SPA-1X10GE-L-V2EP  | Cisco 1-Port 10GE LAN-PHY Shared Port Adapter, EP Bundle     | 2   |
| SPA-8X1GE-V2EP                                    | SPA-8X1GE-V2EP     | Cisco 8-Port Gigabit Ethernet Shared Port Adapter, EP Bundle | 2   |
| SFP-10G-SR=                                       | SFP-10G-SR=        | 10GBASE-SR SFP Module  | 2   |
| X2-10GB-SR=                                       | X2-10GB-SR=        | 10GBASE-SR X2 Module   | 2   |
| SMX1500RM2U                                       |                    | UPS  | 1   |
| SMX48RMBP2U                                       |                    | UPS battery pack   | 1   |
| 4x8 backboard                                     |                    | Backboard  | 1   |
| USR0839   | USR0839            | Tech Data Sportster® External 33.6 Faxmodem                  | 1   |
| MRQ100V10   |                    | mini rack  | 1   |
| <b>P1-BundleRemote</b>                            |                    |  |     |
| CISCO7201   | CISCO7201          | Cisco 7201 Chassis, 1GB Memory, Dual P/S, 256MB Flash        | 62  |
| MEM-7201-FLD256                                   | MEM-7201-FLD256    | Cisco 7201 Compact Flash Disk, 256 MB System                 | 62  |
| CAB-AC  | CAB-AC             | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m         | 124 |
| MEM-7201-1GB                                      | MEM-7201-1GB       | Cisco 7201 Series 1GB Memory System                          | 62  |
| PWR-7201-AC                                       | PWR-7201-AC        | Cisco 7201 AC Power Supply option System                     | 124 |
| S72PAISK9-12424T                                  | S72PAISK9-12424T   | Cisco 7200 NPE G2 IOS ADVANCED IP SERVICES                   | 62  |
| SFP-GE-S  | SFP-GE-S           | 1000BASE-SX SFP (DOM)  | 124 |
| SUA1000RM2U                                       |                    | UPS  | 62  |
| 4x8 backboard                                     |                    | Backboard  | 62  |
| USR0839   | USR0839            | Tech Data Sportster® External 33.6 Faxmodem                  | 62  |
| CEX-LCSC-MMD-3M                                   |                    | 3 Meter LC-SC MM   | 62  |
| ACS-2500ASYN                                      |                    | Auxiliary/Console Port Cable Kit                             | 62  |
| CAB-ETH-S-RJ45                                    |                    | Yellow Cable for Ethernet, Straight-through, RJ              | 126 |
| MRQ100V8  |                    | mini rack  | 62  |
| <b>AMS Maintenance (Cisco parts listed below)</b> |                    |  |     |
| <b>Head end site</b>                              |                    |  |     |
| CON-SNT-8X1V2EP                                   | CON-SNT-8X1V2EP    | SMARTNET 8X5XNBD Cisco 8-Port Gigabit Ethernet Shared Por    | 10  |
| CON-SNT-A1004SB                                   | CON-SNT-A1004SB    | SMARTNET 8X5XNBD Cisco ASR1004 Chassis                       | 5   |
| CON-OSP-ASIP10SB                                  | CON-OSP-ASIP10SB   | ONSITE 24X7X4 Cisco ASR1000 SPA                              | 10  |
| CON-OSP-ASR1FPI                                   | CON-OSP-ASR1FPI    | ONSITE 24X7X4 Flex. Pack Insp. Right-To-Use Feat Lic         | 5   |
| CON-OSP-ASR1FWRT                                  | CON-OSP-ASR1FWRT   | ONSITE 24X7X4 Firewall Right-To-Use Feature Lic              | 5   |
| CON-OSP-ASR1IOS                                   | CON-OSP-ASR1IOS    | ONSITE 24X7X4 SW Redundancy Right-                           | 5   |
| CON-OSP-ASRESP10                                  | CON-OSP-ASRESP10   | ONSITE 24X7X4 Cisco ASR1000 Embed                            | 5   |
| CON-OSP-ASRRP1                                    | CON-OSP-ASRRP1     | ONSITE 24X7X4 Cisco ASR1000 Route                            | 5   |
| CON-SNT-SASR1RA                                   | CON-SNT-SASR1RA    | SMARTNET 8X5XNBD Cisco ASR 1000 Serie                        | 5   |
| UPS Maint   |                    | 5 year onsite UPS support                                    | 1   |
| UPS Battery Pack Maint                            |                    | 5 Year onsite UPS Battery Pack support                       | 1   |
| <b>Remote Sites</b>                               |                    |  |     |
| CON-OSP-CISC7201                                  | CON-OSP-CISC7201   | ONSITE 24X7X4 7201 Chassis, 1GB mem                          | 310 |
| UPS Maint   |                    | 5 year onsite UPS support                                    | 62  |
| <b>Services</b>                                   |                    |  |     |
| Network Engineering                               |                    | Implementation Services                                      | 1   |
| Project Management                                |                    | PM Services  | 1   |
| Implementation Coord                              |                    | Imp Coordination service                                     | 1   |
| UPS Install                                       |                    | UPS, Mini Rack & Battery pack Install                        | 63  |
| Back board install                                |                    | Backboard install  | 63  |



## E-rate Rider

### ATTACHMENT TO MASTER CONTRACT FOR P1 BUNDLE OPTEMAN WAN ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by Pacific Bell Telephone Company dba AT&T California ("AT&T") and West Contra Costa Unified School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.



## E-rate Rider

### Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.**

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☒ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service



## E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

### Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

### Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

**FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.**

☐ THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

|  |  |
|--|--|
| <b>West Contra Costa Unified School District</b> | <b>Pacific Bell Telephone Company<br/>dba AT&amp;T California ("AT&amp;T")</b> |
| Customer Signature: <i>[Signature]</i>           | AT&T Signature: <i>[Signature]</i>   |
| Print Name: <b>JDE ABREGO</b>                    | Print Name: <b>KATHLEEN BARTLETT</b>   |
| Title: <b>EXEC. DIRECTOR</b>                     | Title: <b>CONTRACT SPECIALIST - CUSTOMER CONTRACTS</b>                         |
| Date: <b>2-11-10</b>                             | Date: <b>2-19-10</b>   |

# WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

**BEN: 144237**

ITEM 21 ATTACHMENT

FUNDING YEAR 14 - 2011/2012

**Form 471#** 792679  
**Form Identifier** WCC471Y14  
**FRN** 2188011  
**Attachment #** WCCUSDopteY14

**Service Provider** Pacific Bell Telephone Company  
**SPIN** 143002665

**Category of Service** Telecommunications

| Type of Service                                   | Number of<br>Lines | Bandwidth | Monthly<br>Recurring | Non-<br>Recurring |
|---|--------------------|-----------|----------------------|-------------------|
| Digital Transmission Services - Fiber Optic Lines | 12                 | 1 Gbps    | \$36,857.70          |                   |
| Digital Transmission Services - Fiber Optic Lines | 7                  | 500 Mbps  | \$17,706.15          |                   |
| Digital Transmission Services - Fiber Optic Lines | 12                 | 250 Mbps  | \$27,221.70          |                   |
| Digital Transmission Services - Fiber Optic Lines | 43                 | 100 Mbps  | \$77,690.25          |                   |
| WAN Bundle - Please see attached equipment list   |                    |           | \$93,961.00          |                   |
| <b>MONTHLY RECURRING</b>                          |                    |           | \$253,436.80         | \$0.00            |
| <b>ANNUAL COSTS</b>                               |                    |           | \$3,041,241.60       |                   |
| <b>E-RATE DISCOUNT %</b>                          |                    |           | 78%                  |                   |
| <b>FUNDING REQUEST</b>                            |                    |           | \$2,372,168.45       |                   |



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